IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CR No.6297 of 2007

Date of Decision: 6.12.2007

Anil Kumar ..Petitioner

Vs.

Smt.Sneh Jain ..Respondent

Coram: Hon'ble Mr. Justice Vinod K.Sharma

Present: Mr.Anurag Jain, Advocate,
for the petitioner.

Vinod K.Sharma,J. (Oral)

Present revision petition has been filed against the order passed by the learned Rent Controller assessing provisional rent payable by the petitioner w.e.f. 1.7.2003 to March, 2006 at the rate of Rs.2500/-.

For assessing the provisional rent the learned Rent Controller has placed reliance on the agreement/rent note executed between the parties vide which the rate of rent agreed was Rs.2500/- per month. Though the petitioner denied the rent note which was placed on record by the

respondent-landlord. However, the learned Rent Controller has relied upon the said document by comparing the signatures of the petitioner on his written statement as well as power of attorney thereby coming to the conclusion that this was prima facie a valid document for the purpose of assessing the provisional rent. The document relied upon by the petitioner i.e. the income tax return submitted by him as well as document showing that the rate of rent of adjoining shop have been disbelieved by the learned trial court on the ground that that were self serving documents prepared by the petitioner in which the respondent landlord has no role to play. The learned Rent Controller did not rely on the order of the learned Rent Controller qua the other shops in which the rate of rent assessed was Rs.1000/- per month.

Learned counsel for the petitioner has challenged the order passed by the learned Rent Controller, firstly on the ground that in the agreement/rent note it has been mentioned that if tenant would be willing to continue after the period of 5 years in that event the rate of rent would be increased to Rs.5000/- per month. Learned counsel for the petitioner contends that the rent petition is also based on the said pleadings, claiming that rent has to be increased from Rs.2500/- to Rs.5000/- per month in case the tenancy is to continue beyond 5 years.

The contention of the learned counsel for the petitioner, therefore, is that the said document being compulsorily registrable could not be read in evidence for want of registration.

This plea of the petitioner cannot be accepted. The reading of

the document shows that it was a rent note regarding monthly tenancy between the parties. One of the stipulations contained in rent note was that there would be an increase in rent after the expiry of period of 5 years. The rent note no where authorise the parties to continue with the tenancy for a minimum period of 5 years . The rent note is not compulsorily registrable as was sought to be pleaded. Even otherwise, the document placed on record can be seen for collateral purposes, as the matter in issue is not regarding continuation of tenancy for five years, but only to assess provisional rent.

Learned counsel for the petitioner placed reliance on the judgment of Hon'ble Supreme Court in the case of **Anthony Vs. K.C.Ittoop & Sons and others (2000) 6 Supreme Court Cases 394,** wherein it has been laid that where the lease deed is intended to be operative for 5 years it was required to be registered and unless it was registered the same could not be read in evidence.

The cited judgment is not applicable to the facts of the present case as the document relied upon by the petitioner is not the lease deed for a period of 5 years as already noticed. The document in the present case is rent note regarding monthly tenancy.

Learned counsel for the petitioner also contended that the learned Rent Controller was in error in not relying upon the income tax returns produced by the petitioner as well as order passed by the learned Rent Controller for assessing the rent payable for the adjoining shop. This plea is totally misconceived. Once a document showing the agreed rate of rent has been placed on record there was hardly any reason to see any other

document for assessing the provisional rent. The order of learned Rent Controller qua other shop was with respect to parties in the said petition which had no relevance to the present petition, as there was written rent note between the parties.

The order passed by the learned Rent Controller does not suffer from any illegality or jurisdictional error which may call for interference by this court in revisional jurisdiction.

Dismissed.

6.12. 2007 **(Vinod K.Sharma)**
rp **Judge**